

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

JOHN ROBINSON, an individual,

Plaintiff,

vs.

CHINA 8, LLC, (aka the "China8 Project")  
a Washington limited-liability company;  
ERUDITE, INC., a Washington corporation;  
GLOBAL BILLBOARDS, INC., (aka  
"GBoards"), a Washington corporation;  
PAUL WILLMS, an individual; and  
RICHARD SCHMIDTKE, an individual,

Defendants

Case No.

COMPLAINT

**I. PARTIES**

1.1 Plaintiff John Robinson is a resident of the State of Texas.

1.2 Defendant China 8, LLC., aka the "China8 Project," is a Washington limited-liability company with its principal place of business in King County, Washington. Defendant

**COMPLAINT - 1**

1 China 8, LLC is, upon information and belief, a joint-venture between Defendants Erudite, Inc.  
2 and Global Billboards, Inc.

3 1.3 Defendant Erudite, Inc., is a Washington corporation with its principal place of  
4 business in Pierce County, Washington.

5 1.4 Defendant Global Billboards, Inc., aka "GBoards", is a Washington corporation  
6 with its principal place of business in King County, Washington.

7 1.5 Defendant Paul Willms is a founder and Chairman of the Board of Defendant  
8 Erudite, Inc.; founder, President and Chief Executive Officer of Defendant China 8, LLC.; and,  
9 upon information and belief, an officer and/or director of Defendant Global Billboards, Inc.

10 1.6 Defendant Richard Schmidtke is Director and Chief Financial Officer of  
11 defendant Erudite, Inc.; Director and Chief Financial Officer of Defendant Global Billboards,  
12 Inc; and upon information and belief, Director and Chief Financial Officer of Defendant China  
13 8 LLC.

## 14 II. JURISDICTION AND VENUE

15 2.1 This court has jurisdiction over the parties to this action, and over the  
16 subject matter of this action, pursuant to 28 U.S.C. § 1332, because complete diversity of  
17 citizenship exists, and the amount in controversy exceeds \$75,000.

18 2.2 Venue is proper in this district under 28 U.S.C. § 1391 based on the Washington  
19 state residency of one or more defendants.

## 20 III. BACKGROUND FACTS

21 3.1 Upon information and belief, Defendant China 8, LLC, was conceived of and  
22 established as a joint-venture between Defendant Paul Willms' two companies, Defendants  
23 Erudite, Inc. and Global Billboards, Inc., for the primary purpose of developing an advertising  
24 campaign, the "China8 Project," created to launch and generate publicity for Defendants  
25 Erudite, Inc., and Global Billboards, Inc. Defendant Erudite, Inc. is in the business of

COMPLAINT - 2

1 developing technology to be used in securing shipping containers; Defendant Global  
2 Billboards, Inc., sells advertising on the side of shipping containers.

3 3.2 From approximately June 2007 to November 2007, Plaintiff John Robinson and  
4 his company, John Robinson Designs, Inc., provided design, production and consulting  
5 services for the China8 Project and for the benefit of all Defendants.

6 3.3 On or about June 22, 2007, Plaintiff was informed that he would be paid  
7 \$25,000 per month, that he would be provided an "Art Production Budget" for hiring a team,  
8 equipment, supplies, and real estate and was directed to immediately hire any exceptional  
9 design professionals he had identified – "if you have a rock star—hire!"

10 3.4 Defendants agreed that Plaintiff would "have artistic freedom to do whatever  
11 you choose and hiring freedom... for forming a rock star team." Defendants agreed that  
12 Plaintiff would have authority to engage and mobilize a team of design professionals, to assist  
13 with the China8 website, the printed materials for generating advertising, logo assistance and  
14 branding.

15 3.6 In early July, Defendants agreed that Plaintiff would hire the company Blue  
16 Flavor to design the China8 Project website and other promotional material.

17 3.7 Defendants agreed to reimburse Plaintiff for his expenses, including payment  
18 for any work Plaintiff contracted out to Blue Flavor and others. As of mid-November, Blue  
19 Flavor was owed the principal amount of \$29,531.25 for its services.

20 3.8 During the approximate six-month period during which Plaintiff provided  
21 services to and for the benefit of Defendants, he periodically submitted invoices for his fees  
22 and expenses. Plaintiff was paid irregularly, and at various times received payment from  
23 Defendants Erudite, Inc., Willms, and China 8 LLC.

24  
25  
**COMPLAINT - 3**

1           3.9     Although many of Plaintiffs' invoices were not paid, or not paid in full, at no  
2 time did any Defendant raise any objection to Plaintiff's entitlement to full payment of the  
3 amount stated in his invoices.

4           3.10    Plaintiff's outstanding invoices (Invoices #415, #416, #432, and #433), are  
5 attached hereto as Exhibit A. The total amount stated on these unpaid invoices is \$80,929.82,  
6 which does not account for amounts owed for Blue Flavor's work,

7           3.11    In December 2007, Plaintiff received written correspondence from Defendant  
8 Paul Willms and Defendant Global Billboards, Inc., in which Defendant Willms acknowledged  
9 the debt, without disputing the amount stated on any of the invoices. Exhibit B.

10          3.12    Defendant Willms, on behalf of himself and the other Defendants, also  
11 specifically acknowledged that Plaintiff had "provided valuable services" at a time when the  
12 China8 Project purportedly had been "licensed" to Erudite Inc. Defendant Willms represented  
13 that Defendant Global Billboards had "assumed operating control – and financial responsibility  
14 – for China8's past and future efforts."

15          3.13    In that same correspondence, Defendant Willms conceded that Plaintiff's  
16 invoices had not been paid in full, and represented that Defendant Global Billboards, Inc.  
17 would "begin clearing its past obligations – including our unpaid invoices from your firm."

18          3.14    Notwithstanding Defendant Willms' attempt to insulate some of the other  
19 Defendants from liability for non-payment of Plaintiff's services, all Defendants remain  
20 indebted to Plaintiff. As of today's date, Defendants owe in excess of \$110,000 for Plaintiff's  
21 services, including his fees and expenses.

22                   **IV. FIRST CAUSE OF ACTION: BREACH OF CONTRACT**

23          4.1     Plaintiff restates and incorporates by reference each of the foregoing  
24 paragraphs.  
25

1 4.2 Defendants' failure to pay for Plaintiff's services, fees and expenses, as agreed,  
2 constitutes a breach of contract, for which Plaintiff is entitled to recover all direct, incidental,  
3 and consequential damages.

4 **V. SECOND CAUSE OF ACTION: UNJUST ENRICHMENT**

5 5.1 Plaintiff restates and incorporates by reference each of the foregoing  
6 paragraphs.

7 5.2 Defendants have been unjustly enriched in an amount equal to the value of  
8 Plaintiff's services for which Defendants have not paid.

9 5.3 Plaintiff is entitled to recover the full value of his unpaid services, including all  
10 fees and expenses.

11 **VI. THIRD CAUSE OF ACTION: ACCOUNT STATED**

12 6.1 Plaintiff restates and incorporates by reference each of the foregoing  
13 paragraphs.

14 6.2 Plaintiff has submitted invoices for his services, including his fees and  
15 expenses, which Defendants agreed to pay.

16 6.3 Plaintiff and Defendants have reached agreement, actual or implied, that the full  
17 amount reflected in the invoices attached as Exhibit A is presently owed. Defendants have  
18 expressly and/or impliedly acknowledged this debt.

19 6.4 Despite Plaintiff's demands for payment, Defendants have failed to make  
20 payments on the account stated.

21 **VII. PRAYER FOR DAMAGES**

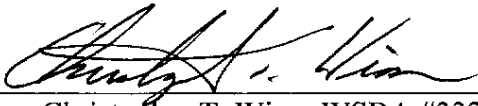
22 7.1 Plaintiff prays for relief against Defendants as follows:

- 23 i. Payment for all amounts due and outstanding;  
24 ii. Both prejudgment and post judgment interest at the statutory rate;  
25 iii. Reasonable attorney's fees and costs; and

1           iv.     Such other relief as the Court may deem just and equitable.

2     DATED this 2<sup>nd</sup> day of May, 2008.

3                                   DANIELSON HARRIGAN LEYH & TOLLEFSON LLP

4                                   By   
5                                   Christopher T. Wion, WSBA #33207  
6                                   Attorneys for Plaintiff John Robinson

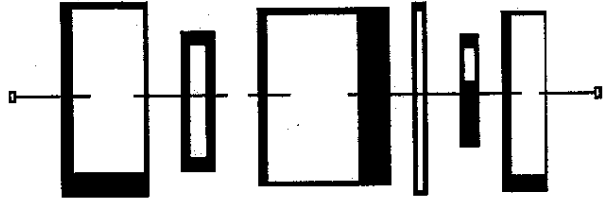
# EXHIBIT A

## JOHN ROBINSON DESIGN

C/O MARSHALL @ CLIQUE STRATEGIC  
29 W. 38TH ST, 14TH FLOOR  
NEW YORK, NY 10018

CEL. 917-749-6323  
FAX. 866-330-5756

JOHN@JOHNROBINSONDESIGN.COM



## INVOICE #415

**DATE:** 9/05/2007

**CLIENT:** CHINA8 PROJECT/ ERUDITE, INC.

**JOB:** CREATIVE DIRECTION, CHINA8 PROJECT  
FIRST THREE MONTHS @ FLAT FEE.

**DESIGNER FEES:**

6/24/07- 7/21/07  
7/25/07- 8/18/07  
8/19/07- 9/15/07

\$ 25,000.00  
\$ 25,000.00  
\$ 25,000.00

**TOTAL DUE**

**\$ 75,000.00**

**LESS ADVANCE CHECK**

**-\$ 20,000.00**

**TOTAL DUE**

**\$ 55,000.00**

PLEASE MAKE CHECKS PAYABLE TO JOHN ROBINSON DESIGN AND MAIL TO ADDRESS ABOVE

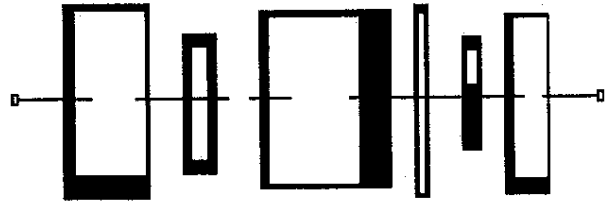


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## INVOICE #416

**DATE:** 9/05/2007

**CLIENT:** CHINA8 PROJECT/ ERUDITE, INC.

**JOB:** EXPENSES, CHINA8 PROJECT

DEPOSIT PAID TO BLUE FLAVOR	\$ 10,000.00
C8 LOGO REVISIONS, CONTRACTED @ \$50 PER HOUR X 10 HRS.	\$ 500.00
EXPENSES- RECIEPTS ATTACHED	\$ 6,647.91
CONTAINER SKETCHES, PDFS AND PP PRESENTATIONS, CONTRACTED @ \$50 PER HOUR X 70.75 HORS	\$ 3537.50

**TOTAL DUE** \$ 20,685.41

**LESS ADVANCE CHECK** ~~-\$ 10,000.00~~

**TOTAL DUE** \$ 10,685.41

PLEASE MAKE CHECKS PAYABLE TO JOHN ROBINSON DESIGN AND MAIL TO ADDRESS ABOVE

08/04/2007	<input type="checkbox"/> JOSEPH C HANSEN CO JERSEY CITY NJ 00000004 2122488055 2122488055 GENERAL MERCHA 0.00 Reference No: 320072160346285910 More Detail	J HERBERT ROBINSON	722.86
		(drape for party)	
08/08/2007	<input type="checkbox"/> PAN PACIFIC SEATTLE SEATTLE WA RESTAURANT RESTAURANT FOOD/BEVERAGE 36.65 TIP 7.00 Reference No: 320072220399891758 More Detail	J HERBERT ROBINSON	43.65
07/25/2007	<input type="checkbox"/> AVIS RENT-A-CAR RICHMOND BC 948248825 AVIS RENT-A-CAR Location Date Rental: RICHMOND, BC 19290707 Rental: SEATTLE APO, 19290707 Agreement Number: 948248825 Renter Name: WILLMS, PAUL Charge Ref. Number: Reference No: 320072110304560262 More Detail	J HERBERT ROBINSON	1,012.40 **CANADIAN DOLLAR 981.13
		(vancouver car rental)	
07/24/2007	<input type="checkbox"/> PREMIUM CAR RENTAL PROTECTION	J HERBERT ROBINSON	19.95
08/02/2007	<input type="checkbox"/> AMERICAN AIRLINES ATLANTA GA TKT# 0017066202145 AMERICAN AIRLINES From: To: Carrier: Class: AUSTIN TX DENVER CO UA VP SEATTLE WA AUSTIN TX UA VP Ticket Number: 00170662021456 Date of Departure: 0806 Passenger Name: ROBINSON/JOHNHERBERT Document Type: PASSENGER TICKET Reference No: 320072160346285913 More Detail	J HERBERT ROBINSON	571.20
07/28/2007	<input type="checkbox"/> FRONTIER AIRLINES ATLANTA GA TKT# 4227064901584 FRONTIER AIRLINES From: To: Carrier: Class: SEATTLE WA DENVER CO F9 LN AUSTIN TX Ticket Number: 42270649015840 Date of Departure: 0729 Passenger Name: ROBINSON/JOHNHERBERT Document Type: PASSENGER TICKET Reference No: 320072110299101982 More Detail	J HERBERT ROBINSON	404.99

TOTAL FOR PAGE: \$2,743.80

06/08/2007 ☐ UNITED AIRLINES ATLANTA GA J HERBERT ROBINSON 469.80  
 UNITED AIRLINES  
 From: To: Carrier: Class:  
 LOS ANGELES CA SEATTLE WA UA HA  
 LOS ANGELES CA UA VA  
 Ticket Number: 01670530488512 Date of Departure: 06/09  
 Passenger Name: ROBINSON/JOHNHERBERT  
 Document Type: PASSENGER TICKET  
 Reference No: 320071600347537047  
 More Detail

06/25/2007 ☐ NORTHWEST AIRLINES ATLANTA GA J HERBERT ROBINSON 509.80  
 TKT# 0127056836302  
 NORTHWEST AIRLINES  
 From: To: Carrier: Class:  
 LOS ANGELES CA SEATTLE WA NW Y2  
 LOS ANGELES CA  
 Ticket Number: 01270568363024 Date of Departure: 0627  
 Passenger Name: ROBINSON/JOHNHERBERT  
 Document Type: PASSENGER TICKET  
 Reference No: 320071770497829170  
 More Detail

06/13/2007 ☐ ADVANTAGE #391 SEATTLE WA J HERBERT ROBINSON 77.13  
 Location Date  
 Rental: SEATTLE WA 07/06/09  
 Return: SEATTLE WA 07/06/13  
 Agreement Number: 80604RZ 3  
 Renter Name: ROBIN ON JOHN  
 Reference Number: 80604RZ  
 Reference No: 320071650391248655  
 More Detail

**TOTAL \$1056.73**

07/28/2007	<input type="checkbox"/> UNITED AIRLINES TKT SVC CTR -IL TKT# 0162161757126 UNITED AIRLINES From : To : Carrier : Class : SEATTLE WA DENVER CO UA HA AUSTIN TX DENVER CO UA HA SEATTLE WA UA VP Ticket Number : 01621617571264 Date of Departure : 0730 Passenger Name : ROBINSON/JOHN H MR Document Type : PASSENGER TICKET Reference No: 320072110299101983 More Detail	J HERBERT ROBINSON	630.60
08/09/2007	<input type="checkbox"/> EDGEWATER RESTAURANT SEATTLE WA 000000376 FOOD-BEV FOOD AND BEVERAGE FOOD-BEV 77.95 TIP 14.00 Reference No: 320072210390415342 More Detail	J HERBERT ROBINSON	91.95
07/05/2007	<input type="checkbox"/> ISTOCKINTERNATIONAL 403-265-3062 IL STOCKPHOTO ROC No. 0057081880 Reference No: 320071870093239594 More Detail	J HERBERT ROBINSON	120.00
		<b>(stock imagery for mock ups)</b>	
07/26/2007	<input type="checkbox"/> EDGEWATER HOTEL SEATTLE WA 033846211 LODGING Reference No: 320072080273169105 More Detail	J HERBERT ROBINSON	522.69
		<b>(hotel night after Beijing)</b>	

**PAGE TOTAL: \$1,365.24**

08/10/2007 ☐ CONTINENTAL AIRLINES ATLANTA GA J HERBERT ROBINSON 540.30  
TKT# 0057068220215  
CONTINENTAL AIRLINES  
From : To : Carrier : Class :  
SEATTLE WA HOUSTON TX IAH CO YL  
AUSTIN TX  
Ticket Number : 00570682202156 Date of  
Departure : 0812  
Passenger Name : ROBINSON/JOHNHERBERT  
Document Type : PASSENGER TICKET  
Reference No: 320072230409207540  
More Detail

08/12/2007 ☐ AMPCO SYSTEM PARKINGAUSTIN TX J HERBERT ROBINSON 63.00  
000004181 PARKING FEES  
PARKING FEES  
Reference No: 320072250425762184  
More Detail

07/29/2007 ☐ PAN PACIFIC SEATTLE SEATTLE WA J HERBERT ROBINSON 878.84  
Arrival Date Departure Date  
07/26/07 07/29/07  
00000000  
Reference No: 320072120307564926  
More Detail

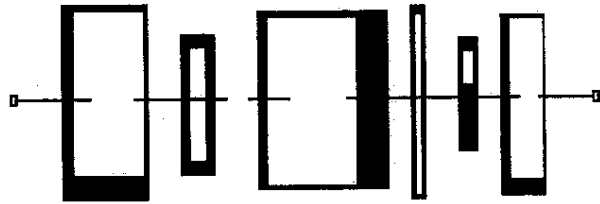
page total \$1482.14

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NEW YORK, NY 10018

CEL. 917-749-6323  
FAX. 866-330-5756

JOHN@JOHNROBINSONDESIGN.COM



## INVOICE #433

**DATE:** 10/17/2007

**CLIENT:** CHINA8 PROJECT/ ERUDITE, INC.

**JOB:** CREATIVE DIRECTION, CHINA8 PROJECT  
FIRST THREE MONTHS @ FLAT FEE.

**DESIGNER FEES:**

9/15/07- 10/10/07 (DISCOUNTED, FLAT FEE)

\$ 12,500.00

**TOTAL DUE**

\$ 12,500.00

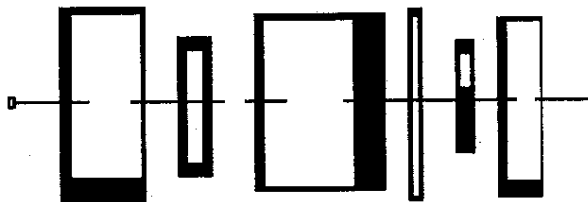
PLEASE MAKE CHECKS PAYABLE TO JOHN ROBINSON DESIGN AND MAIL TO ADDRESS ABOVE

## JOHN ROBINSON DESIGN

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NEW YORK, NY 10018

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FAX. 866-330-5756

JOHN@JOHNROBINSONDESIGN.COM



## INVOICE #432

**DATE:** 10/17/2007

**CLIENT:** CHINA8 PROJECT/ ERUDITE, INC.

**JOB:** EXPENSES, CHINA8 PROJECT

CONTAINER ILLUSTRATIONS W/ BEIJING 2008/C8 LOGOS: CONTRACT WORK @ \$50 PER HOUR X 10 HOURS	\$ 500.00
ART PHOTOGRAPHY COST- FLAT FEE: DRAGON IMAGES SHOT IN THAILAND FOR BARGE AND SEATTLE PARTY	\$ 1500.00
ADDITIONAL EXPENSES, RECEIPTS ATTACHED	\$ 59.00
REMAINING BALANCE FROM INVOICE # 416	<u>\$ 685.41</u>

<b>TOTAL DUE</b>	<b>\$2,744.41</b>
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PLEASE MAKE CHECKS PAYABLE TO JOHN ROBINSON DESIGN AND MAIL TO ADDRESS ABOVE

# EXHIBIT B



## GBoards, Inc.

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December 18, 2007

John Robinson  
338 West 22<sup>nd</sup> #23  
New York, NY 10011

Dear John Robinson,

Last August, your company provided valuable services to our China8 Project's Seattle launch event. At that time, we had licensed the China8 Project to Erudite Inc.

As of September 1, GBoards and Erudite agreed that the China8 Project was a better fit for GBoards. Accordingly, GBoards has assumed operating control – and financial responsibility – for China8's past and future efforts.

Presently, GBoards has limited operating capital, but we met with promising investor interest and we expect to be adequately funded during the first quarter of 2008. Accordingly, GBoards expects to begin clearing its past obligations – including our unpaid invoices from your firm – as funds are received.

We thank you for the patience you have already shown, and hope that you will continue to work with us to satisfy our obligation to you.

In the interim, please direct inquiries about the status of this invoice either to me at 425-330-7161 or to Rich Schmidtke, our CFO, at 253-272-8542 (ask for Lori).

Sincerely,

Paul Willms  
CEO  
GBoards, Inc.



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711 Court A, Suite 204  
Tacoma, WA. 98402

253-272-8542  
253-284-2825 (fax)